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8 **UNITED STATES BANKRUPTCY COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION**

10 In re:

11 Petra S. Munoz,

12 Debtor.

13 Bank of America, N.A.,

14 Movant,

15 vs.

16 Petra S. Munoz, Debtor, Maciel G. Munoz, Sr.,
17 Co-Debtor and Devin Derham-Burk, Trustee,

18 Respondents.

Bankruptcy Case No. 17-50387

R.S. No. CJO-710

Chapter 13

**STIPULATION FOR ADEQUATE
PROTECTION RE: MOTION FOR
RELIEF FROM STAY**

HEARING DATE:
DATE: September 6, 2017
TIME: 11:30 a.m.

19 **TO THE HONORABLE HANNAH L. BLUMENSTIEL, UNITED STATES BANKRUPTCY**
20 **COURT JUDGE, THE DEBTOR, THE DEBTOR'S COUNSEL, THE TRUSTEE AND OTHER**
21 **INTERESTED PARTIES:**

22 This Stipulation for Adequate Protection ("Stipulation") by and Bank of America, N.A.,
23 ("Movant") through its counsel of record, Christina J. O of Malcolm ♦ Cisneros, and Petra S. Munoz
24 ("Debtor"), through counsel of record Clark A. Miller of Law Offices of Clark A. Miller is as follows:

25 **IT IS HEREBY STIPULATED:**

26 1. This Stipulation affects the real property commonly known as 1342 Bolero
27 Avenue, Salinas CA 93906 ("the Property").

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1 2. The Debtor shall timely tender the regular monthly mortgage payment of
2 \$1,873.57 beginning October 1, 2017 as provided by the Note and Deed of Trust. The regular
3 payment is subject to change.

4 3. The Debtor shall timely perform all obligations under Movant's loan documents
5 as they come due.

6 4. The Debtor is post-petition delinquent in the amount of \$11,241.42 through and
7 including the September 2017 payment.

8 5. The Debtor shall cure the post-petition default of \$11,241.42 by making a
9 payment in the amount of \$1,873.57 on or before September 15, 2017.

10 6. The Debtor shall cure the remaining balance of \$9,367.85 by making eleven
11 (11) monthly payments of \$780.65 and one (1) monthly payment of \$780.70 commencing October 15,
12 2017 continuing through and including September 15, 2018.

13 7. In the event the Debtor fails to timely perform any obligations set forth in this
14 Stipulation for Adequate Protection, Movant shall notify the Debtor and the Debtor's attorney of
15 record of said default in writing. The Debtor shall have ten (10) calendar days from the date of the
16 written notification to cure the default.

17 8. If the Debtor fails to cure the default, Movant shall be entitled to lodge an Order
18 Terminating the Automatic Stay, which may include relief from the co-debtor stay. A Declaration
19 shall accompany the Order which states that Movant duly notified the Debtor and the Debtor's attorney
20 of record of the default and that the default was not timely cured. The Order may be entered without
21 further hearing. The Declaration and Proposed Order shall be served on Debtor and Debtor's counsel.

22 9. Notwithstanding anything contained herein to the contrary, the Debtor shall be
23 entitled to a maximum of three (3) notices of default and opportunities to cure pursuant to the
24 preceding paragraph. Once Debtor has defaulted this number of times on the obligations imposed by
25 this stipulation and have been served with this number of notices of default, Movant is relieved of any
26 obligation to serve additional notices of default or to provide additional opportunities to cure. If an
27 event of default occurs thereafter, Movant will be entitled, without first servicing a notice of default or
28 providing the Debtor with an opportunity to cure, to file and serve a declaration under penalty of

perjury setting forth in detail the Debtor's failures to perform hereunder, together with a proposed order terminating the stay, which the court may enter without further notice or hearing.

10. All payments made under this Stipulation for Adequate Protection shall be sent to the following address:

Bank of America
PO Box 660933
Dallas TX 75266

11. In the event this case is converted to another Chapter of the Bankruptcy Code or the automatic stay is terminated as a matter of law, the terms of this Order shall immediately cease in effect and become null and void.

12. Payments made to Movant pursuant to this Stipulation for Adequate Protection shall not prejudice its rights under its Note, Deed of Trust, Notice of Default, or Publication of Sale, if any.

13. The Proof of Claim may be amended/supplemented to include attorney's fees and costs in the amount of \$1031.00 pursuant to the Note and Deed of Trust.

14. The Parties request the hearing scheduled for September 6, 2017 at 11:30 a.m. be taken off calendar.

APPROVED AS TO FORM AND CONTENT:

DATED: September 5, 2017 <u>/s/ CLARK A. MILLER</u> CLARK A. MILLER Attorney for Debtor	DATED: September 5, 2017 <u>/s/ Christina J. O</u> CHRISTINA J. O Attorney for Movant
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** END OF STIPULATION **